

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re: Residential Capital, LLC, et al.

Case No.: 12-12020 (MG)

Chapter 11

Debtors.

**DECLARATION OF BRIAN D. FEDER IN SUPPORT OF
OBJECTION OF INTERNATIONAL BUSINESS MACHINES CORP.
TO NOTICE OF (I) DEBTORS' INTENT TO ASSUME AND ASSIGN CERTAIN
EXECUTORY CONTRACTS, UNEXPIRED LEASES OF PERSONAL
PROPERTY, AND UNEXPIRED LEASES OF NONRESIDENTIAL REAL
PROPERTY AND (II) CURE AMOUNTS RELATED THERETO**

I, Brian D. Feder, declare as follows:

1. I am a Project Executive for International Business Machines Corp. ("IBM") in the Global Process Services division. I have personal knowledge of the facts set forth herein and if called and sworn as a witness, I could and would testify competently thereto.

2. I have reviewed the business records of IBM in connection with the matters discussed herein. I participate in, have personal knowledge of, and am personally familiar with IBM's record keeping process with respect to the creation and keeping of business documents and posting of accounts to the computer system. The entries made to those records are made at or near the time of the transactions they depict, and the records are made, kept and maintained in the ordinary course of IBM's business. IBM's business records pertaining to the matters discussed herein were made and kept in the manner described above.

3. Debtor GMAC Mortgage, LLC f/k/a GMAC Mortgage Corporation and Palisades Technology Partners entered into a Consulting and Development Master Agreement dated February 22, 2002 (the “Master Agreement”) with regards to certain proprietary computer software applications that the debtor owned or wished to develop. A true and correct copy of the Master Agreement is attached hereto as **Exhibit 1**. IBM subsequently became the successor in interest to Palisades Technology Partners under the Master Agreement.

4. Pursuant to the terms and conditions of the Master Agreement, debtor GMAC Mortgage, LLC f/k/a GMAC Mortgage Corporation and IBM entered into an Amended and Restated Statement of Work dated December 27, 2011, effective as of January 1, 2012 (the “Amended SOW”). A true and correct copy of the Amended SOW is attached hereto as **Exhibit 2**. The Master Agreement and the Amended SOW are collectively referred to as the “IBM Contracts.” I am the Project Executive for, and am responsible for oversight of, the work performed by IBM pursuant to the IBM Contracts.

5. The Notice of Assumption and Assignment identifies the IBM Contracts as executory contracts that the Debtors may attempt to assume and assign in conjunction with the Sales. The Notice of Assumption and Assignment also lists a cure amount of \$0.00 that would be payable upon such assumption and assignment. The Cure amount identified by the Debtors is incorrect. The correct cure amount is \$331,860.00. The amount consists of \$326,910.00 for invoice C12BS5B, dated 03/29/12, plus \$132,167.00 for invoice MB00926, dated 05/30/12, minus \$127,217.00 paid on 08/02/12 for the portion of invoice MB00926 that covered amounts incurred post-petition. A true and correct copy of invoice C12BS5B is attached hereto as **Exhibit 3**. A true and correct copy of invoice MB00926 is attached hereto as **Exhibit 4**. Invoices C12BS5B and MB00926 reflect charges for work performed by IBM pursuant to the IBM Contracts.

6. IBM received a payment in the amount of \$127,217.00 on August 2, 2012 for the portion of invoice MB00926 reflecting charges for work performed after May 14, 2012 (the "Petition Date"). Thus, IBM is owed \$331,860.00 under the IBM Contracts for unpaid work performed before the Petition Date.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 15 day of September, 2012, at Englewood Cliffs, New Jersey.



BRIAN D. FEDER